

## **EXHIBIT “H”**

## CONTRACT OF SALE

THIS AGREEMENT is made the 31<sup>st</sup> day of July, 2013 by and between WILLIAM SANCHEZ, residing at 145 Georgetown Road, Weston, Connecticut 06883, hereinafter referred to as the "SELLER", and BRUCKNER BEVERAGE INC., a New York corporation doing business at 22 Stony Hollow, Chappaqua, New York 10514, hereinafter referred to as the "PURCHASER".

WHEREAS, in accordance with the terms and conditions of the annexed Distributor Agreement between BUHRE BEVERAGE DIST, INC., a New York corporation having its principal offices at 145 Georgetown Road, Weston, Connecticut 06883 ("BUHRE") and PEPSI-COLA BOTTLING COMPANY OF N.Y., INC. ("COMPANY"), BUHRE distributes beverages supplied by the COMPANY in accordance with the Distributor Agreement ("PRODUCTS"); and

WHEREAS, COMPANY has agreed to allow BUHRE to transfer the distribution rights to a replacement distributor, in accordance with the provisions of the Distributor Agreement; and

WHEREAS, Buhre and PBR BEVERAGE INC have entered into a Contract of Sale dated the 27<sup>th</sup> day of December 2012 ("Contract") providing for the purchase of all of the assets of Buhre.

WHEREAS, the parties seek to incorporate the terms of that Contract of Sale in this Contract of Sale ("New Contract"); and

WHEREAS, the parties intend that Bhaveen Sapra shall be the sole owner of Buhre, and that Bhaveen Sapra shall be approved by the COMPANY as a distributor.

NOW THEREFORE IN CONSIDERATION THEREOF,

1. PURCHASER and SELLER agree that the terms of the Contract dated the 27<sup>th</sup> day

of December, 2012, as annexed, are incorporated in this New Contract by reference as if restated in whole, except that:

- a. Purchaser shall be substituted for PBR BEVERAGE INC.
- b. Contract paragraph 1.05 shall be excluded and acknowledged to be without force or effect;
- c. Contract paragraph 2.00 is amended as follows:

2.01. The purchase price is reduced from ONE MILLION ONE HUNDRED and SEVENTY-FIVE THOUSAND (\$1,175,000.00) DOLLARS to ONE MILLION ONE HUNDRED and FIFTY-THREE (\$1,153,000.00) DOLLARS.

- d. Not later than ONE HUNDRED AND EIGHTY (180) days after the execution of this New Contract, Bhaveen Sapra shall re-submit an application to the COMPANY to become a "distributor" as identified in the form Distributor Agreement between SELLER and the COMPANY. Within a reasonable period of time after the execution of this Contract of Sale, Bhaveen Sapra will obtain a "CDL" license for use in the State of New York. Until Bhaveen Sapra obtains the CDL license and is approved by the COMPANY, SELLER shall, without additional compensation, continue to assist Bhaveen Sapra in managing BUHRE.

2. SELLER represents that he is the sole shareholder of BUHRE and that such Seller is the record and beneficial owner of the Shares, free and clear of any lien and any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such Shares), and will transfer and deliver to Purchaser at the Closing valid title to such Shares free and clear of any Lien and any such limitation or restriction. PURCHASER has examined the

corporate book of BUHRE and is satisfied that SELLER is the sole shareholder of BUHRE. In consideration for the payment of ONE MILLION ONE HUNDRED AND FIFTY THREE THOUSAND (\$1,153,000.00) DOLLARS, upon the terms set forth in the Contract, SELLER conveys to PURCHASER ninety-nine (99) shares of stock in BUHRE and agrees to retain one (1) share of non-voting stock until Bhaveen Sapra has a closing with the COMPANY as further referenced below at paragraph "4". At closing SELLER will convey the one (1) share to PURCHASER in consideration for the COMPANY's approval of Bhaveen Sapra. SELLER shall receive no further consideration for the transfer of the one (1) share.

- a. PURCHASER shall open a checking account in the name of BUHRE and the signatories to the account shall be selected by the PURCHASER. SELLER shall not be a signatory for the account
- b. Outstanding account balances due BUHRE amounting to approximately THIRTEEN THOUSAND (\$13,000.00) DOLLARS due from Tremont Beverage and Soma Distributor for sales prior to the execution of this Contract of Sale shall be retained by Buhre. All other receivables due prior to July 31, 2013 shall be paid to Seller.
- c. Revenues and expenses resulting from BUHRE sales after the execution of this Contract of Sale shall be the sole responsibility of the PURCHASER.

3. Contemporaneously herewith, SELLER and Purchaser agree to execute documents substantially similar to the documents executed by and between SELLER and PBR Beverage Inc. dated December 27, 2013. ("New Closing Documents") The New Closing Documents shall include, without limitation, a promissory note and security agreement.

4. Within seven days (7) days after SELLER's receipt of the COMPANY's approval of Bhaveen Sapra, SELLER agrees to contact the COMPANY attorney to schedule a closing between BUHRE and the COMPANY. At the closing, SELLER agrees to execute the documents reasonably required by the COMPANY to designate Bhaveen Sapra as distributor.

Dated: July 31, 2013  
Purchase, New York

  
WILLIAM SANCHEZ

BRUCKNER BEVERAGE INC.

  
By: BHAVEEN SAPRA, President

As to paragraphs 1(b)

  
BHAVEEN SAPRA